

**JACKSON TOWNSHIP**  
**CONTRACTUAL BARGAINING AGREEMENT**  
**BETWEEN**

**JACKSON TWP FIREFIGHTERS MUTUAL**  
**BENEVOLENT ASSOCIATION**  
**LOCAL NO. 86**



**AND**  
**JACKSON TOWNSHIP BOARD OF**  
**FIRE COMMISSIONERS**  
**FIRE DISTRICT 3**



**January 1, 2011 - December 31, 2013**

## **TABLE OF CONTENTS**

Article 1	PREAMBLE
Article 2	RECOGNITION
Article 3	NEGOTIATION PROCEDURE
Article 4	MAINTENANCE OF STANDARDS
Article 5	MANAGEMENT RIGHTS/RESPONSIBILITY
Article 6	SAVINGS CLAUSE
Article 7	SICK LEAVE/DISABILITY
Article 8	HOURS
Article 9	OVERTIME
	VACATION
Article 10	BEREAVEMENT
Article 11	MATERNITY LEAVE
Article 12	CLOTHING ALLOWANCE
Article 13	HOLIDAY/PERSONAL DAYS
Article 14	MEDICAL AND INSURANCE
Article 15	LEAVES OF ABSENCE
Article 16	GENERAL PROVISIONS
Article 17	EQUAL TREATMENT AND CONFIDENTIALITY
Article 18	RETIREMENT RECOGNITION
Article 19	PENSIONS
Article 20	SENIORITY & LONGEVITY
Article 21	DISCIPLINE AND LAYOFF
Article 22	PERSONNEL FILE
Article 23	COLLEGE AND EDUCATION
Article 24	WIDOWED SPOUSE & CHILDREN
Article 25	SAFETY AND HEALTH
Article 26	MILEAGE
Article 27	UNION
Article 28	AGENCY SHOP
Article 29	PAYROLL ERRORS
Article 30	GRIEVENCE PROCEDURE
Article 31	WORKING CLASSIFICATION
Article 32	LEGAL AID
Article 33	SALARY
Article 34	CONTINUATION OF BENIFITS
Article 35	DURATION
	COMPLETENESS OF AGREEMENT
Appendix A	LABOR MANAGEMENT
Appendix B	TABLE PH2011
Appendix C	EMS VEHICLE

## **PREAMBLE**

**THIS AGREEMENT** between the Board of Fire Commissioners of Fire District No .3 Jackson, Ocean County, hereinafter referred to as the "BOARD" and the New Jersey Firefighters Mutual Benevolent Association, Local No. 86, hereinafter referred to as the "UNION" is designated to; maintain and promote a harmonious relationship between the Board of Fire Commissioners and its employees who are within the provisions of this agreement, in order that a more efficient and progressive public service may be rendered; to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours, and other conditions of employment.

## **ARTICLE 1** **RECOGNITION**

**SECTION 1** The Board of Fire Commissioners of Fire District No.3 Jackson Township recognizes the New Jersey Firefighters Mutual Benevolent Association, Local No. 86 as the exclusive employee representative organization for the purposes of collective negotiations concerning terms and conditions of employment and the processing of grievances within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.1, et. Seq., for a bargaining unit consisting of full time Firefighter-EMT's, Fire Prevention Specialist UFD and Fire Official UFD of Fire District No. 3 in Jackson Township NJ now employed or hereafter.

**SECTION 2** The use of any male pronoun is intended to be equally applicable to male and female employees, covered by this agreement. The use of singular shall include the plural.

**SECTION 3** All Titles and positions shall conform to NJ State Civil Service (NJSA 11A) and Dept. Of Personnel (NJAC 4A) rules and regulations.

## **ARTICLE 2** **NEGOTIATIONS PROCEDURE**

**SECTION 1** The Board of Fire Commissioners and Local 86 shall 120 days prior to the expiration of this collective negotiating agreement, enter into negotiations for a successor agreement.

**SECTION 2** Negotiations shall be conducted at times agreed upon by the parties. If negotiations are scheduled to occur during scheduled working hours, the Board shall grant leave without loss of pay for up to three (3) members of the bargaining unit to participate in negotiations. Each party shall be free to choose its representatives for negotiations.

**SECTION 3** No agreement shall be binding on the parties unless it is reduced to writing, executed by representatives of the parties, and duly ratified in accordance with each party's established procedures. No collective negotiations agreement between the parties shall be modified except by an agreement reduced to writing, executed by representatives of the parties, and duly ratified by both parties.

**SECTION 4** . At any time the Employer or the Employees wish to re-open the terms of the contract, they shall notify the other party in writing with the reason and requesting a meeting date to negotiate and/or make changes. Any changes to the contract agreed to by both parties must be put in writing, signed and dated by both parties within fourteen (14) days of the Agreement



**ARTICLE 3**  
**MAINTENANCE OF STANDARDS**

**SECTION 1** Except as modified by or provided elsewhere in this Agreement, all mandatory negotiable terms and conditions of employment shall be maintained at the highest standards in existence at the execution of this Agreement.

**ARTICLE 4**  
**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and the United States, including, but not limited to, generally, the foregoing rights:

**SECTION 2** To make rules of procedure and conduct, to use improved methods and equipment to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in the sole charge of the quality and quantity of work required.

**SECTION 3** To make reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the District provided that advance notice thereof is given to employees.

**SECTION 4** To hire all employees, to promote, transfer, assign or retain employees in the positions with the District accordance to Civil Service regulations.

**SECTION 5** To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good, and just cause according to law, and subject to the grievance procedure herein.

**SECTION 6** To lay off employees in the event of lack of work or funds or other conditions where the continuation of such work would be inefficient and nonproductive, so long as such lack of work or funds is bona fide.

**SECTION 7** . Pursuant to the State of New Jersey and the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of the policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and law of New Jersey and the United States.

**SECTION 8** The employer shall agree to abide by the rules and regulation of NJ State Ethics regarding employee confidentiality and personnel matters.

**SECTION 9** The District shall advise the FMBA in writing when it creates a new paid position or title in the Districts Fire Department

**ARTICLE 5**  
**SAVINGS CLAUSE**

**SECTION 1.** It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any persons or circumstances shall be held invalid, the remainder of the Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

**SECTION 2.** If any such provisions are so invalid the Employer and the Employees will meet for the purpose of negotiating changes made necessary by the applicable law. All current policies not covered in this Contract shall remain in full force

**ARTICLE 6**  
**SICK LEAVE/DISABILITY**

**SECTION 1** All permanent full time employees covered by this Contract shall be granted sick leave as per the following. Calendar year shall begin January 1st and end December 31st.

- a) All new employees shall receive ten (10) hours for each full month of service during the remainder of the first calendar year.
- b) For one (1) year of service and over the employee shall receive one hundred fifty (150) hours beginning January 1<sup>st</sup> of each calendar year.

**SECTION 2** Sick leave shall be limited to immediate family such as spouse, children, mother, father, sister, brother, natural and legal foster children.

**SECTION 3** The amount of such leave not taken shall accumulate from year to year. All allotted sick time shall be available to each employee on January 1<sup>st</sup> of each year according to their years of service.

**SECTION 4** Sick leave is defined as temporary inability to perform one's duties by reason of illness or injury off the job.

**SECTION 5** All permanent employees shall at his/her retirement in good standing, cause to be paid to him/her the full amount of sick leave accrued up to a maximum of one hundred fifty days, with a cap of \$15,000 upon retirement.

**SECTION 6** The employer may require proof of illness of an employee on sick leave whenever it is suspected that there is misuse or abuse of sick days. Abuse of sick leave shall be cause for disciplinary action.

**SECTION 7** A doctor's note shall be required after an illness of three (3) consecutive days or more. Failure to provide a doctor's note may result in disciplinary action. No other proof or verification is necessary for less than three (3) days.

**SECTION 8** In the event of the death of an Employee, his survivor, being his spouse or his legal designated beneficiary (on file), shall receive payment for unused accumulated sick days on a pro-rated basis.



SECTION 9 In the event an Employee is injured in a work related accident, he shall be compensated under the Workers Compensation Laws. In the event an Employee is out for more than (10) ten days with any illness or non-work related injury, the Employee shall file with the State Disability Program. The Employer will make up the difference between the amount the Employee receives from Workers Compensation and Disability insurance and the employee's regular salary. This additional sum shall be paid for a period not to exceed one year. During the period of time that the Employee is collecting Workers Compensation and Disability, the employee's sick leave accrued shall not be charged.

SECTION 10 For employees not entitled to disability leave allowance under State Statute who are exposed to a communicable disease in the line of duty and for whom specific screening or preventive medication is necessary in order to prevent the employee from acquiring the disease, the Employer will pay for the cost of same as long as treatment is attained.

SECTION 11 All permanent full time employees covered by this Contract not using sick leave for a full year shall be granted an incentive as per the following. Calendar year shall begin January 1st and end December 31st. The incentive shall be paid in the second pay period of the proceeding year. For purposes of this incentive utilizing a portion of sick time will constitute a sick day.

- a) "0" days - \$500 incentive
- b) "1" day - \$250 incentive

## **ARTICLE 7** **HOURS OF WORK**

SECTION 1. Regular work schedule shall be 10-hour workdays Monday through Friday between the hours of 6am and 4pm for each fire suppression employee. However, in case of fire emergencies, immediate notice may be given. Both parties shall agree upon all schedule changes.

SECTION 2. Employees shall be entitled to a (45) forty five minute lunch period included in said time period. There shall be one fifteen (15) minute morning rest period and one ten (10) minute afternoon rest period per day. There shall be a ten (10) minute rest period after each fire call, commencing after all trucks are in operating order.

SECTION 3. Regular work schedule for the Fire Official shall be an 8-hour workday Monday through Friday coordinated with the Supervisory Commissioner to accomplish the objectives of Fire Bureau operation.

SECTION 4 The schedule shall follow the basis of Table PH2011 as to the general layout of employee scheduling, regular days off and EMS vehicle fairness rotation. (Table PH2011 Appendix B)

## **ARTICLE 8**

### **OVERTIME**

**SECTION 1.** The parties agree that Employees shall be entitled to overtime for those hours worked beyond the normal eight (8) hour work day for the Fire Official and ten (10) hour work day for fire suppression personnel as hereinabove set forth at the rate of time and one-half in those instances where the Employees are required to extend the normal working day schedule in connection with the performance of duties as required by Employer unless otherwise provided herein.

**SECTION 2** The Employees shall be compensated at the rate of time and one-half per hour or comp time at the same overtime rate for attendance at drills, schools and job related training needed to maintain current certification if classes are attended outside the work schedule approved by the employer.

**SECTION 3.** The parties recognize and agree that under certain circumstances, employees may be called for duty from home after the regular working hours or schedule. The employee called back to work after the completion of their shift shall be compensated at the rate of time and one-half for the hours worked and shall receive minimum two (2) hours compensation in the event of a call-back.

**SECTION 4.** Any time an Employee is required to appear in Court or related Fire District business, at a time other than during his regular work schedule, the employee shall be reimbursed at the rate of time and one-half. A minimum of (2) two hours compensation shall be paid for court or related appearances

**SECTION 5** An employee may elect to receive payment of his/her compensatory time up to 100 hours per year. The Board shall be notified in writing no later than November 1<sup>st</sup> of each year. The Board shall make payment to the employee within 30 days of receipt of request.

**SECTION 6** It is understood that employees may be asked with 30 days advanced notice to work normal days off to maintain adequate staffing for the district at the request of the ranking career officer to the Supervisory Commissioner.

## **ARTICLE 9**

### **VACATIONS**

**SECTION 1.** Employees shall be entitled to working time reflected as a vacation with pay at their regular rate in pay in accordance with the following schedule. Calendar years shall be defined as January 1<sup>st</sup> to December 31<sup>st</sup>. These days may be taken at any time after they are earned subject to the approval of management.

- a. Beginning the first first six months of employment a new employee shall not receive any vacation credit. Thereafter, shall receive ten (10) hours per month until December 31 of the 1<sup>st</sup> calander year.
- b. Beginning the second (2) calendar year, beginning January 1<sup>st</sup>, employees shall be entitled to one hundred (100) hours.
- c. Beginning the third (3) calendar year, beginning January 1<sup>st</sup> and all succeeding years, employees shall be entitled to one hundred twenty (120) hours.



- d. Beginning the tenth (10) calendar year and succeeding years beginning January 1<sup>st</sup> and for all succeeding years, employee shall be entitled to one hundred sixty (160) hours.
- e. Beginning the fifteenth (15) calendar year and succeeding years beginning January 1<sup>st</sup> and for all succeeding years, employees shall be entitled to one hundred eighty (180) hours.
- f. Beginning the twentieth (20) calendar year and succeeding years beginning January 1<sup>st</sup> and for all succeeding years, employee shall be entitled to two hundred (200) hours.

SECTION 2. The ranking career Officer shall allot vacation periods in order to assure orderly operating and adequate continuous service, but will grant vacations so far as possible in accordance with the desires of the members in order of their seniority.

SECTION 3 Where in any calendar year an employee fails to take all or part of his vacation leave, such leave shall accumulate for use in the subsequent year only. The maximum amount of vacation that can be carried over in any given year is the amount issued to them as per section 1 a through d above in that year as per N.J.A.C. 4A: 6-1.2.

SECTION 4. In the event of a death of an Employee, the spouse, beneficiary or estate of said Employee shall receive payment for accumulated vacation provided for in this article.

SECTION 5. Employees who have an illness or injury while on vacation, may use their sick leave for the remainder of the illness or injury and have the vacation time adjusted provided proper notice is given and a doctor's certificate is presented to the Employer.

## **ARTICLE 10**

### **BEREAVEMENT LEAVE**

SECTION 1. Every Employee may be granted leave with pay upon the death of a member of his/her family. Such leave shall be from the date of death to three (3) days after the funeral. Additional days shall be granted if travel time is required at the discretion of the Board.

SECTION 2. The "family" shall include spouse, children, parents, sisters, brothers, spouse's parents, sister and brother in-law, grandchildren, aunt, uncle or grandparents of the employee or spouse.

SECTION 3. In the event of a death of a firefighter or Jackson police officer in the line of duty in the State of NJ, the Union designee's, shall be excused from their work assignments for the day to attend said funeral. Such funeral leave is to be granted as many times as may be necessary during any given year. Such funeral leave is not to be deducted from any other leave. A Fire Department vehicle shall be provided, if available and Class A uniforms shall be worn.



## **ARTICLE 11**

### **MATERNITY LEAVE**

**SECTION 1** All female employees of the District shall be entitled to thirty (30) days of maternity leave, that may be started before child birth depending on the advice of their medical professionals. It is further understood that additional time off may be needed, in such cases the Board agrees to follow all NJ FMLA laws for Pregnancy and Maternity Leave.

**SECTION 2** All male employees of the District shall be entitled to one (1) day off for the birth of a child, without loss of their own personal or vacation time.

## **ARTICLE 12**

### **CLOTHING ALLOWANCE**

**SECTION 1** At the beginning of each year employees shall be allotted annually a \$1,000.00 uniform component maintenance & replacement allowance. Employees shall present payment to the district clerk either by receipt reimbursement or by the district voucher system. The district clerk shall keep record of the balance of each employee. All requests must be made by the 1<sup>st</sup> of any given month

**SECTION 2** All probationary firefighters shall receive at no cost to them the necessary equipment and clothing outlined in the S.O.G.'s to start their job.

**SECTION 3** The employer will replace or repair clothing damaged during the performance of duty. The employee is responsible for clothing damaged due to abuse or neglect.

**SECTION 4** Employees shall be permitted to display on their uniform their highest level of certification and/or rank.

## **ARTICLE 13**

### **HOLIDAYS AND PERSONAL DAYS**

**SECTION 1.** The following holidays or the day celebrated as such will be observed with full pay: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day and (1) Floating holiday. It is understood that employees may work certain Holidays when given 30 days minimum notice with the exception of Christmas, Thanksgiving, and New Years Day.

**SECTION 2.** Fire suppression employees shall work President's Day, Martin Luther King, Columbus Day and Veteran's Day at regular rate of pay and compensated 10 hours compensation time. If an employee exceeds the compensation cap, they shall receive a floating holiday.

**SECTION 3** The Fire Official shall observe all 12 holidays

**SECTION 4.** In the event a holiday falls on an employee's regular schedule day off, Saturday or Sunday the employee shall receive a floating holiday.

**SECTION 5.** Employees shall be entitled to three (3) personal days per calendar year. The personal days shall not be accrued by an Employee from year to year.

SECTION 6. In the event of a reduction in force layoff, the Employee will be entitled to all accrued vacation leave and compensation time accrued.

SECTION 7 Employees working observed holidays outlined in this agreement shall receive compensation at time and one half in addition to their regular rate of pay.

#### **ARTICLE 14** **MEDICAL AND INSURANCE PROGRAMS**

SECTION 1. The Employer shall provide to the Employees their spouse and family, insurance coverage as described in general terms herein. Said plans shall cover employees as well as their spouse and children.

- a. The employer shall provide dental service insurance to all employees.
- b. Employer shall provide health Insurance through New Jersey State Health Benefits Program. Employees shall contribute a maximum copay of 1.5% of their salary as per state guidelines.
- c. The employer shall provide each employee optical plan coverage for all employees at no cost to them on the condition that each employee must submit to an eye examination once every twelve (12) months. The Employer shall also compensate the Employees up to \$150 per year for eyeglasses.
- d. Employer shall maintain Life Insurance coverage in case of line of duty death.

SECTION 2 The Employer shall provide at no cost to the employee, their spouse and family medical and prescription coverage to all eligible retiring employee's with 15 years of service within the Fire District until they reach eligibility for Medicare until which time it will be replaced with supplemental coverage. The employee must certify in writing to the board they have no other medical or prescription coverage. All Benefits shall take effect pursuant to the NJ State Health Benefits Program.

SECTION 3 Each employee shall have the right to opt out of the health insurance plan provided by the District, and thereby shall receive a cash compensation in lieu of enrollment in the health care plan. Compensation for opting out will be according to the following scale:

- |                 |   |            |
|-----------------|---|------------|
| a) Single       | - | \$2,500.00 |
| b) Parent/Child | - | \$3,000.00 |
| c) Husband/Wife | - | \$3,500.00 |
| d) Family       | - | \$5,000.00 |

Compensation for opting out will be paid in equal quarterly installments, and will be based on the employees last full years enrolled status, be it (a,b,c,d) within the scale . Any member may at any time elect to reenroll in the health benefits plan. It is however expressly understood that the member may have to wait until the insurance carriers open enrollment period to do so.

#### **ARTICLE 15** **LEAVES OF ABSENCE**

SECTION 1. The Employer agrees to abide by the provisions of the Selective Service act and its judicial interpretations with respect to leaves of absence due to military service.



SECTION 2. Any employee covered by this contract shall be entitled to Military and National Guard and Reserve leave and pay in accordance with the Statute and Civil Service Rules and Regulations in such cases made and provided.

SECTION 3 The Employer agrees to pay full wages to any Employee obliged to serve on a jury provided the Employee pays to the Employer monies paid by the State or County for such service

SECTION 4. Employees may be granted extended leaves of absence without pay according to NJ State Health Plan and the US Dept of Labor's Family and Medical Unpaid Leave Act

SECTION 5. The Employer agrees to abide by NJAC Title 4A for all leaves of absence.

## **ARTICLE 16**

### **GENERAL PROVISIONS**

SECTION 1. Employee agrees to give Employer two (2) weeks notice of intent to resign.

SECTION 2. During the life of this Contract, the Employees agree that there will be no strike of any kind, slowdown, sit down, stay-in, boycott, unlawful picketing, work stoppage or any other type of organized interference, coercive or otherwise, with the Township of Jackson Fire District 3 business. In cases of such activity described herein, the Township of Jackson Fire District 3 may impose disciplinary measures or discharge the Employees directly or indirectly involved. In consideration of the foregoing, the Township of Jackson Fire District 3 agrees not to lock out or cause to be locked out any Employee covered under the provisions of this Contract. Nothing set forth above shall prohibit the Employee from publicizing his aims and objectives by all lawful means.

SECTION 3 The employer shall take all necessary actions to have current promotional lists maintained for all ranks, including the Fire Bureau. Promotions and demotions shall be at the direction of the employer in conformance with NJ Civil Service and Dept. of Personnel rules and regulations.

SECTION 4 Vacancies shall be filled pursuant to N.J.A.C. 4:4-1.1, governing "Types of Appointments."

SECTION 5 Any employee participating in the NJ Civil Service Commission testing process shall be excused from work on the testing date.

## **ARTICLE 17**

### **EQUAL TREATMENT & CONFIDENTIALTY**

SECTION 1. To insure that the individual rights of the employees in the bargaining unit are not violated regarding employee confidentiality, coercion and employee rights, the employer shall conduct themselves in a manner described according to the NJ law on Ethics and abide by the law described in: Public Employee's Relations Commission, Federal Civil Rights Act, Public Law Chapter 123 of 1974, NJ State Statutes regarding Civil Service and Municipalities and related Local, State and Federal Law or regulations regarding Public Employees

## **ARTICLE 18**

### **RETIREMENT RECOGNITION**

SECTION 1 The employee retiring after 20 years of dedicated service to the Fire District shall receive a gold retirement badge from the Employer as an expression of appreciation and gratitude for their faithful service to the community.



## **ARTICLE 19**

### **PENSIONS**

**SECTION 1.** The employer shall, with contributions as heretofore, provide pension and retirement benefits to employees covered by this contract under the Police and Fireman's Retirement System, pursuant to provisions of the statutes and laws of the State of New Jersey.

## **ARTICLE 20**

### **SENIORITY**

**SECTION 1** Seniority, for the purpose of this contract, is defined to mean the accumulated continuous service with Jackson Fire District No. 3, computed from the date of hire. Seniority, for the purpose of retirement benefits, is defined to mean the accumulated length of continuous service with the Fire District, from the date of hire.

**SECTION 2.** In determining seniority within the Association for the purposes of layoffs, promotions and vacation selection, prior service with another Police or Fire Department or other government agency shall not be considered in calculating seniority under this contract.

## **ARTICLE 21**

### **DISCIPLINE, SUSPENSION & LAYOFF**

**SECTION 1** .It is intended that the Employer will not discharge any Employee arbitrarily. An Employee may be laid off for economy, efficiency or other related reason. The employee shall be demoted in lieu of layoff whenever possible. An Employee shall be entitled to a hearing as herein before described in this Agreement. A written notice shall be served as outlined in N.J.A.C 11A:8-1 Layoff.

**SECTION 2** If an employee is suspended, he/she shall not lose, during such period of suspension, any medical benefits to, which he/she would be entitled if on active duty. Such benefits shall include, but not be limited to, Health Insurance. Dental Insurance, Vision and Disability etc. In the event an employee is found guilty of any violation of rules and regulations and or suspension is given to said employee, there shall be no enforcement of said fine until the employee has exhausted all means of the Fire District's appeal process. An employee found not guilty shall receive retroactive pay.

**SECTION 3** Copies of disciplinary charges or other notices related to disciplinary action against a member of the Union will be furnished to the President or Vice-President of FMBA Local 86 within three (3) working day of the presentation of charges.

**SECTION 4** Whenever an employee is to be questioned for disciplinary means by a supervisor, he/she shall have the right to request a representative of the Union be present at all stages of the questioning.

## **ARTICLE 22**

### **PERSONNEL FILE**

**SECTION 1** A separate personal history file shall be established and maintained for each Employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Board of Fire Commissioners. Any person, for any reason whatsoever, will maintain no other file, document or dossier of personal records, official or otherwise.

**SECTION 2.** No detrimental document or report shall be placed in the Employee's personnel file or otherwise acted upon without prior conference with the Employee. The



Employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written response to such material and his response shall be reviewed by the Commissioners career firefighters liaison and attached to the file copy.

SECTION 3. Any Employee shall have the right to inspect his personnel file during working hours upon request. An Employee shall have the right to review the contents of his personnel file and to indicate those documents, which he believes to be obsolete or otherwise inappropriate to retain. Said document shall be reviewed by the Supervisory Commissioner and shall be destroyed if deemed appropriate.

SECTION 4. Employees shall receive in writing a monthly report from the Board the amount of time they have accumulated for sick leave, vacation leave and compensatory leave.

SECTION 5 Minor discipline verbal or written letter entered into the employee's file shall be purged from the file (1) one year from the date of the letter. Purged letters shall be returned to the employee.

SECTION 6 Maintenance of the personnel file shall be in accordance with the Archive Laws of the State of New Jersey

SECTION 7 Employees personnel files must be kept in a locked and secure safe to guarantee confidentiality.

## **ARTICLE 23**

### **COLLEGE & EDUCATION INCENTIVE**

SECTION 1. The Employer agrees to pay each of the Employees in its' employ, in addition to their annual salary, an educational incentive of \$750 for a Masters Degree, \$500.00 for a Bachelor Degree, \$250.00 for an Associate Degree for any degree program related to public administration or fire and emergency services who successfully completes the course. The Board shall also reimburse cost of tuition and books for any college (Fire, EMS or Administration) related courses of study attended by the employee as approved. Payment for the course shall be made by the Board at the completion of the course upon the Employee presenting to the Board evidence of satisfactory completion of the course. The employee shall provide to the Board proof of course of study. If the employee separates employment with the District within three years of having received reimbursement, then the employee shall refund the District the full amount of the reimbursement for that three-year period. Employees separating employment due to retirement or disability shall not reimburse the Board. The employee will receive an incentive for the highest degree held only.

SECTION 2. The Employer agrees that Employees will be allowed to attend any fire, E.M.S. and related specialty schools to keep up their certifications or upgrade the education of the Employee in his job description or duty as approved by the Board. The employer shall keep a catalog/library of job related books and related training videos.

## **ARTICLE 24**

### **WIDOWED SPOUSE AND CHILDREN OF EMPLOYEE**

SECTION 1. The spouse and children of an employee, who dies in the line of duty, shall be given a scholarship referenced in Public Laws 1981, Chapter 300, incorporated



herein.

## **ARTICLE 25**

### **SAFETY AND HEALTH\**

**SECTION 1.** Medical Physical – Due to the nature of the job that may affect the employee's health, employees certified as EMT's shall have a complete physical every year by a physician designated by the Employer. A basic form will be sent to the Employer (Commissioners) stating whether the firefighter is physically fit or not. A copy of the medical physical shall be sent to the employee and will remain confidential to the employer. Employees shall exhaust their health insurance first to pay for the physical and the Employer shall reimburse the employees co-pay or test not covered by the employee's health insurance that is required by the employer.

**SECTION 1.** Medical Physical- all Employees shall have a complete physical once a year by a physician designated by the Employer. A basic form will be sent to the Employer (Commissioners) stating whether the firefighter is physically fit or not. A copy of the medical physical shall be sent to the employee and will remain confidential to the employer. The employee shall have continued access to Centre State Health awareness program.

**SECTION 2** Annual Physical shall include the following: Complete Blood Count (CBC), SMAC Blood Analysis and Lipid Profile, Urinalysis, Lyme's Disease (possible symptoms or tick exposure), Hepatitis B boosters/titers, complete physical examination, pulmonary function test, Audiogram, basic vision, E.K.G., hemoccult, vital signs, medical history, stress test after 40 years recommended by doctor. Baseline testing shall include; Aids, T.B., Hepatitis B, Lyme's. Every 5 years a chest X-ray shall be ordered.

**SECTION 3** The employer shall provide additional testing if required at no expense to the employee if it is determined that the medical condition is work related or further testing is required to determine the employees fit for duty.

**SECTION 4.** The Employer shall cooperate fully in matters of safety, health and sanitation affecting the Employees. The employer shall furnish and replace turn out coats, helmets, bunker pants, boots, gloves nomex hood, air masks, EMS. protective equipment, portable radio, harness and all other safety equipment needed to protect the duties of the employee. The Employee shall not be responsible for damage to equipment during the course of duty.

**SECTION 5** The Employees shall not be responsible for lost, damaged or theft of equipment. Equipment lost through carelessness or negligence may subject an employee to disciplinary action.

**SECTION 6** The Employer agrees to continue to abide by all applicable laws regarding safety of its employees and furnish general comforts and sanitary conditions for its employees.

**SECTION 7** No clause in this agreement is to be understood to imply a lowering of health and safety conditions heretofore existing in this Fire District

**SECTION 8.** A Labor Management committee shall be established consisting of the ranking career officer , fire official, administrative clerk, a maximum of (2) district fire officers, (2) fire Commissioners (2) FMBA members. The administrative clerk shall take minutes and establish the agenda's of all parties involved. Agenda items shall be forwarded to the administrative clerk (1) one week prior to the meetings. Meetings shall be held monthly on the (1<sup>st</sup>) first Wednesday of each quarter of the year if requested by



either party. (Appendix A)

SECTION 9 The Board shall permit their employees to engage in a physical fitness period of sixty (60) minutes per shift. The employee shall be permitted to utilize the gym equipment in any facility or other designated areas for physical fitness, ex (tennis, basketball, fitness trail, track etc....)

## **ARTICLE 26**

### **MILEAGE ALLOWANCE**

SECTION 1 Employees are to be compensated at the current rate based on the Federal Standard of reimbursement per mile if, District vehicle is deemed unavailable by the employer and the employee's personal car must be used for any official business.

## **ARTICLE 27**

### **UNION**

SECTION 1. The Employer hereby recognizes the New Jersey State FMBA Local 86 as the sole and exclusive representative of the full-time employees for the purpose of collective bargaining. These activities shall include the presentation of grievances and proposals relating to the violations of this Agreement, and with the reference to all terms and conditions of employment.

SECTION 2. Any Employee or member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for their acts as such officials of the Union. There shall not be any discrimination against any Employee because of Union membership or activities.

SECTION 3. The President, Vice President or designee shall be excused from his/her work assignment and shall be granted time off to attend any Union business that requires Union representation. It shall be agreed that the President, Vice President or designee, shall not deduct time while on duty to attend any hearings, interrogations or interviews that require Union representation, or when the Board or its representatives request a meeting with the Union.

SECTION 4. The Board agrees to grant necessary time off without loss of pay or compensatory time a maximum of two (2) union representatives to attend any state or national convention N.J.S.A.11A: 6-10 and a maximum of two (2) representative to attend regularly monthly state union meetings

## **ARTICLE 28**

### **AGENCY SHOP**

SECTION 1 Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement the Employer agrees to deduct membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the FMBA during the full term of this Agreement and any extension or renewal thereof. The Employer shall promptly remit each pay period any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the FMBA.

SECTION 2 If, during the life of this Agreement, there shall be any change in the rate of membership dues, the FMBA shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.

SECTION 3 The FMBA will provide the necessary "check-off authorization" form to its new members and the FMBA will secure the signatures of its members on the forms and deliver the signed forms to the Employer The Employer will notify the Secretary-Treasurer of the FMBA of the hiring of all employees, their addresses, birth date,



classification, rate of pay and social security number; and of all removals of employees from the Employer's payroll.

**SECTION 4** Any employee in the bargaining unit on the effective date of this Agreement who within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount up to eighty-five (85%) percent of the regular FMBA membership dues, fees and assessments as certified to the Employer by the FMBA. The FMBA may revise its certification of the amount of the representation fee at any time to reflect changes in the FMBA membership dues, fees and assessments. The FMBA's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the FMBA remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement by the FMBA and the Employer.

**SECTION 5** The FMBA hereby certifies that it has established a demand and return system which provides pro rata returns and which otherwise meets the requirements of N.J.S.A. 34:13a-5.5 et seq.

## **ARTICLE 29**

### **PAYROLL ERRORS**

**SECTION 1** In the event the employer determines that there has been an error in an employee's paycheck, an underpayment or overpayment shall be corrected by next pay period, and shall, if requested by the employee, have a letter of explanation provided.

## **ARTICLE 30**

### **GRIEVANCE PROCEDURES**

**SECTION 1** The Grievance Committee shall consist of not more than two (2) members of the FMBA selected by the FMBA. These employees shall be granted leave from duty with pay to attend meetings between the FMBA Committee and the Board of Fire Commissioners for the purpose of processing grievances. The names of the members of the Grievance Committee shall be filed with Supervisory Commissioner within 48 hours of appointment.

**SECTION 2** The procedure for adjusting grievances shall provide the employee with full opportunity of presentation of his grievance and for the participation of the FMBA representatives. Should a dispute arise between the Fire District, the FMBA and any member employee as to the meaning, application or operation of any provision of this agreement, such dispute or difference shall be presented by anyone of the parties within no more than fifteen (15) days from the time the dispute or difference arose, and settled in the manner prescribed herein. The procedure hereby established, unless by mutual consent changed or waived, in part or entirety, shall be as follows:

**STEP 1** The grievance shall initially be settled, if possible, internally, between the grievant and his immediate superior officer or the ranking career officer. If they fail to reach an agreement within five (5) working days, the grievant shall furnish a written statement of the grievance to the Supervisory Commissioner, and the Supervisory Commissioner is authorized to attempt settlement of the grievance at that level.

**STEP 2** If the matter of the grievance cannot be settled internally, then the record of the grievance should be submitted to the Chairman of the Board of Fire Commissioners or designee within five (5) working days.



**STEP 3** The Board of Fire Commissioners or designee is hereby authorized and empowered to hold a conference concerning the grievance within five (5) working days .The Board of Fire Commissioners shall answer the grievance within five (5) calendar days after said conference. In the event the Board of Fire Commissioners is unable to settle the grievance at Step 3, then the matter will be referred as hereinafter-set forth in Step 4

**STEP 4** In the event the Board of Fire Commissioners and the FMBA and the grievant are unable to settle a dispute in Step 3 above, the FMBA may present such grievance in writing within twelve (12) working days thereafter to the New Jersey Public Employment Relations Commission for arbitration. The provisions of this agreement and the Constitution and laws of the State of New Jersey shall bind the arbitrator.

**SECTION 3** The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement, or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

## **ARTICLE 31**

### **WORKING OUT OF CLASSIFICATION**

**SECTION 1.** Any Employee who is required to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds, shall be paid at the rate of that position or rank while in the acting position. An employee shall carry out the duties and responsibilities of the higher rank company officer that is absent when two or more employees are assigned together for two or more hours.

**SECTION 2** When the Fire Official is absent for more than 5 days, an acting Fire Official named in the acting Resolution shall be assigned and be paid the rate of the Fire Official for acting out of classification. Acting-pay shall be paid from the Fire Bureau income fees.

**SECTION 3** It is understood that 2 firefighters may ride on an EMS vehicle described in (Appendix C) of this agreement without the need for an acting fire officer. For any fire apparatus Working Out of Class shall follow the terms of section 1 of article 31 of the Collective Bargaining Agreement

## **ARTICLE 32**

### **LEGAL AID**

**SECTION 1.** The Employer agrees to provide legal aid to all Employees in suits or other legal proceedings against them arising from incidents in the line of duty. The Employer reserves the right to approve or reject any request by an Employee or assume responsibility for payment of services of whatever member of the New Jersey Bar is contracted to defend that Employee, unless it is first given the opportunity to determine that said payment of services is reasonable. It is the Board's preference that the Board Attorney represent the Employees wherever possible, however, the Board recognizes that there are situations where the Board Attorney believes there would be a conflict of interest to represent the Employee and in those instances, the Employee should have their own counsel. The Employer will take the necessary steps to obtain legal counsel to represent the Employee.

**ARTICLE 33**  
**SALARY**

**SECTION 1** Employees shall move laterally into the same step effective January 1<sup>st</sup> of each year and receive the step salary increase effective June 1<sup>st</sup> of each year outlined (See enclosed step table)

	2011	2012	2013
1	\$41,303.16	\$41,303.16	\$41,303.16
2	\$43,404.56	\$43,404.56	\$43,404.56
3	\$46,447.94	\$46,447.94	\$46,447.94
4	\$51,049.26	\$51,049.26	\$51,049.26
5	\$56,157.81	\$56,157.81	\$56,157.81
6	\$61,773.59	\$61,773.59	\$61,773.59
7	\$67,969.07	\$67,969.07	\$67,969.07
8	\$74,055.84	\$74,055.84	\$74,055.84
9	\$80,722.32	\$80,722.32	\$80,722.32
10	\$88,801.80	\$88,801.80	\$88,801.80

**SECTION 2:** A Top Step Firefighter shall receive annual increases of 2%

**SECTION 3:** Fire Official: Salary outlined below shall be paid from the Fire Bureau income fees.

2011- \$ 99,310.03

2012- \$101,296.03

2013- \$103,322.15

**SECTION 4:** Fire Prevention Specialist: Salary subject to negotiation when filled.

**SECTION 5:** All Firefighters Shall receive their salary of Jan 1, 2011 until June 1, 2012 when they will receive their step increases based on 2012 scale, than scale will proceed in manner outlined in Section 1

**ARTICLE 34**  
**CONTINUATION OF BENEFITS**

**SECTION 1** All conditions not covered in this agreement shall be continued to be governed, controlled and interpreted by ordinance, and rules and regulation of the fire district. Any present benefits, which are enjoyed by employees covered by this agreement that have not been included in the contracted, shall be continued.



SECTION 2 The Fire Official shall be assigned the Fire Bureau vehicle to complete the duties of the Fire Bureau and being subject to recall when available, continue the use of the assigned vehicle from home, as was past practice previously agreed to and negotiated into his salary. The Fire Official vehicle shall be used only for Fire Bureau related business and all expenses shall be budgeted and paid for from Fire Bureau income fees.

**ARTICLE 35**  
**DURATION**


**THIS AGREEMENT** shall become effective and retroactive to **January 1, 2011** and shall continue in full force and effect until **December 31, 2013**. This Agreement shall remain in effect under the same terms and conditions until a new Agreement is negotiated.

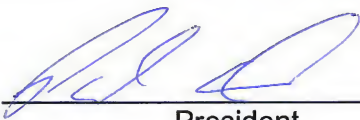
**COMPLETENESS OF AGREEMENT**

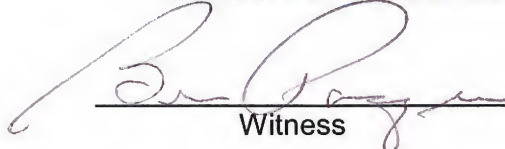
**THIS AGREEMENT** constitutes the entire Agreement between the parties and contains all the benefits to which the Employees covered by this Agreement are entitled, notwithstanding the established past practice in existence prior to this Agreement, and includes and settles for the term of this Agreement all the matters which were or might have been raised in all negotiations between the parties leading to the signing of this Agreement.

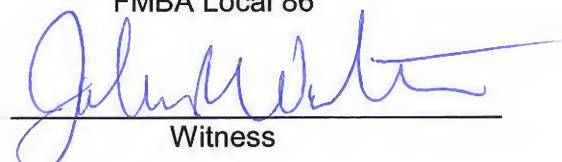
**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals

This 26<sup>th</sup> day of June year of 2011

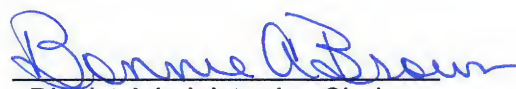
  
\_\_\_\_\_  
Chairman  
Board of Fire Commissioners

  
\_\_\_\_\_  
President  
FMBA Local 86

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

ATTEST:

  
\_\_\_\_\_  
District Administrative Clerk

6/26/11  
\_\_\_\_\_  
Date

## **APPENDIX A**

### **LABOR MANAGEMENT COMMITTEE**

The purpose of the labor/management process is to make the Fire District employees more effective as an organization. The labor/management process assists in planning policy and procedures as well as resolving a variety of challenges/issues that arise. Management and labor leadership commit to participate in planning and development. In doing so, management shares authority and labor shares responsibility or the process will not work. Labor and Management must continually work on the issue of trust, respect and credibility in the "process." In turn, these values foster trust, respect and credibility among the "participants" individually.

The Committee is established to discuss all matters pertaining to occupational safety and health within the Fire Department, impending new rules, SOP's and regulations, short and long term goals, training and development, formation of committees, employee participation and other matters relevant to the operation of the Fire Department.



## APPENDIX B

### TABLE PH2011

Schedule PH2011									
WK1					WK2				
MON	TUE	WED	THU	FRI	S	MON	TUE	WED	THU
FO/55	X	E				X	E		
FO/55,57			X	E				X	E
FO/57						X			
FF/55	X			E		X			E
FF/55		X	E				X	E	
FF/55		E	X				E	X	
FF/55	E			X					X
FF/55			E			X			E
FF/55	X					E	X		
FF/55,57	E	X				E	E	X	
FF/57			X			E		X	
FF/57				X					X
FO 55	1	1	1	1	1	1	1	1	1
FF 55	3	4	3	4	4	4	3	4	3
FO 57	1	1	1	1	1	1	1	1	1
FF 57	2	2	2	2	2	2	2	2	2
EMS O	0	1	0	1	0	0	1	0	1
EMS FF	2	1	2	1	2	2	1	2	1
# OD 55	4	5	4	5	5	5	4	5	4
# OD 57	3	3	3	3	3	3	3	3	3
# EMS	2	2	2	2	2	2	2	2	2
Total OD	9	10	9	10	10	10	9	10	10

## **APPENDIX C**

### **EMS Vehicle**

**SECTION 1** The EMS Vehicle shall be defined as unit 5504 or 5514. The EMS Vehicle shall not be equipped with a pump, water tank, fire hose, or ground ladders. It shall be equipped with all appropriate BLS Equipment

**SECTION 2** The EMS vehicle shall be staffed by 2 certified career Firefighter/EMT's whenever possible.

**SECTION 3** The EMS vehicles shall be operated only when the district has adequate career fire personnel coverage to man it.